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The Hon. A. Kathleen Tomlinson
United States District Court
100 Federal Plaza
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Re: Browning v. CEVA Freight, LLC et al., Case No. 10-5594 (ADS) (AKT)

Dear Judge Tomlinson:

I write on behalf of counsel for both parties in the above-referenced action regarding the parties' agreement concerning the method by which electronically stored information ("ESI") shall be produced in this case.

Defendants have potentially discoverable ESI. Counsel for Plaintiff represents that Plaintiff and the four individuals who have filed documents consenting to participation in the lawsuit do not have any potentially discoverable ESI. The parties have agreed that both sides will produce any responsive documents in this litigation in portable document format ("PDF") with optical character recognition, with each document produced as a separate PDF file. The parties have also agreed to comply with reasonable requests to produce specific documents in their native formats.

By agreeing to an ESI procedure, the parties do not forfeit any possible discovery objection. If unanticipated events require a change to the agreed-upon ESI procedure, the parties will timely notify your Honor of such changes.

Very truly yours,

/s/ Jeffrey I. Kohn
Jeffrey I. Kohn
of O'MELVENY & MYERS LLP

cc: James Murphy, Esq. (via ECF)